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GOVERNMENT GAZETTE

BOLETIM OFICIAL

SUPPLEMENT

(No. 2)

(SUPLEMENTO)

GOVERNMENT OF GOA, DAMAN AND DIU

Secretariat

Finance Department

Notification

FD/F.III/11-157/64/2409/65

In exercise of the powers conferred by Section 74 of the Indian Stamp Act, 1899 (II of 1899), the Lieutenant Governor is pleased to make the following amendment to the Goa, Daman and Diu Stamps Supply and Sale Rules, 1965 as published in the notification no. FD/F./III/11-157/64/21015/65 dated 29th October, 1965:—

- 1(i) These Rules may be called the Goa, Daman and Diu Stamps Supply and Sale (First Amendment) Rules, 1965.
- (ii) They shall come into force on 1st December, 1965.

2. In Rule 12(1) of the said Rules after the bracket ending with the word 'bought' the following shall be added:—

‘, his father’s name or where he is usually described as the son of his mother, then his mother’s name,’

3. In Rule 14(1) the very first word ‘In’ shall be deleted so that this Rule shall commence with the word ‘Every’

4. Schedule D.

The form of Schedule D shall be substituted by the following:

SCHEDULE D

(See Rule 20)

Know all men by these presents that we A. B., residents of _____ and C. D., residents of _____ and E. F., residents of _____ are jointly and severally held and firmly bound unto the President of India (hereinafter referred to as ‘the Government’) in the sum of Rs. _____ of good and lawful money current in India, to be paid to the Government or his certain attorney, agents, successors or assigns, for which payment well and truly to be made we jointly and severally bind ourselves and each of us, and our respective heirs, executors, administrators and representatives, by these presents. Sealed with our respective seals.

Dated _____ day of _____ of the year _____

Whereas according to the provision of the rules in this behalf framed under section 74 of the Indian Stamp Act, 1899, the above bounden A. B. has been duly appointed to vend at _____ in the _____ certain stamps on the part of Government; and whereas the above bounden C. D. and E. F. have agreed to join with the said A. B. in the above written bond or obligation, subject to the conditions hereunder written as the surety or sureties of the said A. B. for his strict observance, for and during all the time that he the said A. B. has been or shall continue to be such vendor of stamps, of the duties of his said office, and of all and every rules authorised by or referred to in the said Act to be observed by all vendors of stamps according to the true intent and meaning of the said rules, and every of them; and also for his the said A. B.’s strict observance for and during all the time that he shall continue to be such vendor of stamps of such future act, with such penalty, and after such form as may be required by the Collector. Now the condition of the above written bond or obligation is such, that if the above bounden A. B. has been such vendor of stamps, as aforesaid, well, truly, faithfully and diligently done, executed and performed and do and shall, for and during all the time that he the said A. B. has been such vendor of stamps, well, truly, faithfully, and diligently do,

execute and perform all and every duties belonging to the said office of vendor of stamps, and has faithfully, justly and exactly observe, perform, fulfil, and keep all and every rules mentioned or referred to in the said Act to be observed by all vendors of stamps according to the true intent and meaning of the said rules; and every of them; and also if the said A. B. shall well and truly observe, perform, fulfil and keep such future acts, with such penalty and after such form as may be required by such Collector according to the true intent and meaning of the said last mentioned Act; and if the said A. B., his heirs, executors or administrators shall indemnify and keep and save harmless the Government his successors and assigns of and from all loss and losses, damages which has or have happened or accrued to, or been sustained by him, the Government or which may or shall happen or accrue to, or be at any time or times sustained by him, the Government his successors or assigns by, from or through, or by the means of the neglect, default, insolvency or misconduct of him the said A. B., his executors or administrators or agents or his or their executors or administrators, not fully accounting for and paying to the Government his successors or assigns, what may be justly due and owing to him by the said A. B. as vendor of stamps as aforesaid, or through or by means of the neglect, misconduct, omission or insolvency of the said A. B. as such vendor of stamps as aforesaid; and also shall well and truly pay or cause to be paid into the hands of the Collector for the time beings, or to such other officer or person as the Government shall from time to time direct or appoint any penalties, forfeitures, dues or other sums of money which now have been, or shall, or may be at any time hereafter incurred, or any penalties which may become payable by the said A. B., as such vendor of stamps, under or by virtue or by reason of the rules, or by any of them, or by any such future Rule or Act, Rules or Acts as shall hereafter be in that behalf passed in due form of law, relating to the said duties of vendors of stamps when and so often as all or any such penalties, forfeitures, dues and other sum or sums of money shall be so incurred or become payable by the said A. B. then this obligation to be void and of no effect, but otherwise to be and remain in full force and virtue.

And it is further declared that no indulgence extension of time, forbearance — or any other concession whatsoever shall in any way affect or impair the obligations of the surety or sureties under this bond.

Signed, sealed and
delivered at

In our presence

(Signed) A. B.
C. D.
E. F.

V. S. Srinivasagopalan, Dy. Secretary (Finance).
Panjim, 23rd November, 1965.

Department of Revenue and Taxes

Clarification

For general information of the public, it is clarified that the reference made in the chart published in the Supplement No. 2 to Government Gazette No. 31, Series I, dated 1-11-1965, at page 359, to sections and rules are corresponding sections and rules of The Indian Stamp Act, 1899, and Indian Stamp Rules, 1925 respectively.

Department of Revenue and Taxes, Panjim, 29th November, 1965. — The Commissioner, *Carmo de Noronha*.

Notice

It is announced for general information that the pre-Liberation Revenue Stamps (impressed and adhesive stamps) for the time being in force in this Union Territory have been ordered to be discontinued from 1-12-1965.

2. From the said date only non judicial revenue stamps in use in the rest of India but *with imprint of Goa, Daman and Diu* shall be used.

3. The India Revenue stamps of denomination of 10 paise that are being used in this Territory *without any imprint* may be used till the respective stock is exhausted.

4. Any person in possession of impressed and adhesive stamps now ordered to be discontinued may deliver them within the time limit prescribed in rule 27 of the Goa, Daman and Diu Stamps Supply and Sale Rules, 1965.

Department of Revenue and Taxes, at Panjim, 29th November, 1965. — The Commissioner, *Carmo de Noronha*.